



**Cornell University**  
**ILR School**

**NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Washington, County of and New York State Nurses Association (2009) (MOA)**

Employer Name: **Washington, County of**

Union: **New York State Nurses Association**

Local:

Effective Date: **01/01/09**

Expiration Date: **12/31/10**

PERB ID Number: **7119**

Unit Size: **30**

Number of Pages: **37**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

COPY

RN / 7119

**AGREEMENT**

**Between**

**NEW YORK STATE NURSES ASSOCIATION**

**And**

**THE COUNTY OF WASHINGTON**

**January 1, 2009 - December 31, 2010**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

DEC 02 2009

**ADMINISTRATION**

*approx. 30*



# TABLE OF CONTENTS

<b>PREAMBLE.....</b>	<b>1</b>
<b>1. AGREEMENT SCOPE.....</b>	<b>1</b>
<b>2. ASSOCIATION STATUS .....</b>	<b>1</b>
2.01 Recognition .....	1
2.02 Association Membership .....	1
2.03 Association Dues Deduction .....	1
2.04 Association Business: Local Representative .....	2
2.05 Association Business: General Representative .....	2
2.06 Association Business: Bulletin Board .....	2
<b>3. EMPLOYEE STATUS .....</b>	<b>2</b>
3.01 Qualifications .....	2
3.02 Classifications .....	2
3.03 Regular Employee .....	2
3.04 Part-Time Employee .....	2
3.05 Part-Time Employment .....	3
3.06 Temporary Full-Time Employee .....	3
3.07 Probationary Period .....	3
3.08 Post-Probationary Discipline .....	3
3.09 Seniority: Acquisition .....	3
3.10 Seniority: Definition and Types .....	3
3.11 Seniority: Accrual .....	3
3.12 Seniority: Retention .....	4
3.13 Seniority: Loss .....	4
3.14 Seniority: Application .....	4
3.15 Seniority: Lists .....	4
3.16 Subcontracting .....	4
3.17 Job Posting & Bidding .....	4
<b>4. WORK TIME .....</b>	<b>5</b>
4.01 Normal Workday .....	5
4.02 Normal Workweek .....	5
4.03 Work Obligation: Employee .....	5
4.04 Work Schedules .....	5
4.05 Layoff .....	6
4.06 Recall .....	6
4.07 On-Call Positions .....	6
4.08 Ten (10) Hour Shift Positions .....	7
<b>5. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED.....</b>	<b>9</b>
5.01 Basic Compensation Rate .....	9
5.02 Compensatory Time: Overtime Work .....	9
5.03 On-Call .....	10
5.04 Pay Period .....	10
5.05 Lunch Policy .....	10
<b>6. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED .....</b>	<b>10</b>
6.01 Holidays: Designation .....	10
6.02 Holidays: Compensation or Equivalent Time Off .....	10
6.03 Holidays: Scheduling .....	11
6.04 Vacations: Amount .....	11
6.05 Vacations: Pay .....	12
6.06 Vacations: Scheduling .....	12
6.07 Vacations: Terminal .....	12
6.08 Sick Leave: Entitlement and Amount .....	13
6.09 Personal Days .....	13
6.11 Jury Duty and Military Leave .....	13
6.12 Meeting Attendance .....	13

<b>7.</b>	<b>MONETARY BENEFITS: INSURANCE.....</b>	<b>14</b>
7.01	Health and Dental Insurance.....	14
7.02	Death Benefit.....	14
7.03	Professional Liability Insurance.....	14
7.04	Retirement.....	14
7.05	Disability Policy .....	14
<b>8.</b>	<b>MONETARY BENEFITS: TERMINAL .....</b>	<b>15</b>
<b>9.</b>	<b>MONETARY BENEFITS: MISCELLANEOUS .....</b>	<b>15</b>
9.01	Tuition Refund .....	15
9.02	Certification Payment .....	15
<b>10.</b>	<b>UNPAID TIME OFF.....</b>	<b>15</b>
10.01	Meal Period .....	15
10.02	Leave of Absence: Basis and Amount .....	15
10.03	Leave of Absence: Procedure.....	16
10.04	Leave of Absence: Limitation .....	16
<b>11.</b>	<b>HEALTH AND SAFETY .....</b>	<b>16</b>
11.01	Employer Obligation .....	16
11.02	Employee Obligation .....	16
11.03	Health Examination .....	16
11.04	Workplace Violence.....	16
<b>12.</b>	<b>BUSINESS OR EMPLOYMENT INTERRUPTION.....</b>	<b>16</b>
<b>13.</b>	<b>GRIEVANCE ADJUSTMENT.....</b>	<b>16</b>
13.01	Scope .....	16
13.02	Informal Discussion .....	17
13.03	Procedure and Time Limits: Step One .....	17
13.04	Procedure and Time Limits: Step Two .....	17
13.05	Procedure and Time Limits: Step Three.....	17
13.06	Procedure and Time Limits: Step Four.....	18
13.07	Arbitrator's Powers: Limitation.....	18
<b>14.</b>	<b>BUSINESS MANAGEMENT .....</b>	<b>18</b>
<b>15.</b>	<b>MISCELLANY.....</b>	<b>18</b>
15.01	Definitions.....	18
15.02	Non-Discrimination .....	18
15.03	Meetings.....	18
15.04	Notices to Parties .....	19
15.05	Agreement Construction.....	19
15.06	Separability.....	19
<b>16.</b>	<b>STAFF DEVELOPMENT.....</b>	<b>19</b>
16.01	Programs.....	19
16.02	Notice to Employees .....	19
<b>17.</b>	<b>COUNTY CARS.....</b>	<b>20</b>
<b>18.</b>	<b>CONTINUATION OF BENEFITS .....</b>	<b>20</b>
<b>19.</b>	<b>AMENDMENT.....</b>	<b>20</b>
<b>20.</b>	<b>REPRODUCTION OF CONTRACT .....</b>	<b>20</b>
<b>21.</b>	<b>EFFECTIVE DATE AND DURATION .....</b>	<b>20</b>
<b>22.</b>	<b>TERMINATION.....</b>	<b>21</b>
<b>23.</b>	<b>NEGOTIATIONS: SCHEDULING.....</b>	<b>21</b>
	<b>EXECUTION .....</b>	<b>21</b>
	<b>SCHEDULE A – BASE COMPENSATION RATES.....</b>	<b>22</b>
	<b>APPENDIX A – WASHINGTON COUNTY HEALTH COVERAGE COMPARISON.....</b>	<b>24</b>

<b>APPENDIX B – METLIFE DENTAL BENEFITS .....</b>	<b>25</b>
<b>SIDE LETTER OF AGREEMENT – VACATION SCHEDULING PROCESS .....</b>	<b>26</b>
<b>SIDE LETTER – NURSING PRACTICE COMMITTEE.....</b>	<b>27</b>
<b>MEMORANDUM OF AGREEMENT – SECTION 5.04 PAY PERIOD.....</b>	<b>28</b>
<b>INDEX .....</b>	<b>29</b>

AGREEMENT between (1) The New York State Nurses Association (hereinafter called the "Association") and (2) The County of Washington (hereinafter called the "Employer").

Employer and Association recognize their common interests beyond their collective negotiations relationship. Thus, they pledge to strive together to insure the highest quality of service by the Employer and the highest standards of professional nursing care to the public both serve.

## **1. AGREEMENT SCOPE**

This Agreement covers each full-time (hereinafter called "regular") and part-time (hereinafter called "permanent part-time" or "per diem") employee licensed or otherwise lawfully authorized to practice as a registered professional nurse (hereinafter called "employee") employed by the Employer to perform registered professional nursing as a Registered Nurse or Public Health Nurse employed in the Employer's Public Health Nursing Service, excluding all registered nurses employed by the Pleasant Valley Infirmary and clinic nurses employed at Public Health per 3.04 Part-Time Employee.

## **2. ASSOCIATION STATUS**

### **2.01 Recognition**

Employer recognizes Association as the exclusive collective negotiating representative of every employee covered by this Agreement.

### **2.02 Association Membership**

Employer will make available to every employee such material concerning Association membership as the Association may supply. The Employer will allow the Association's local representative up to one hour during a new employee's orientation period to discuss Association business.

### **2.03 Association Dues Deduction**

Employer will, for each employee who, by written and signed direction so authorizes it, deduct from the wages due such employee in any month the regular dues fixed by Association for such month. Employer will, not later than the tenth (10th) day of the following month, remit dues deducted for the preceding month to the Association. Each such authorization referred to above shall continue in force and effect until revoked: (a) in writing by the employee who signed it or (b) by termination of such employee's employment. Layoff and leave of absence do not constitute termination of employment for this paragraph's purposes.

#### Deduction of Agency Shop Fee

Employer will, for each employee who does not authorize Employer to deduct Association dues under provision 2.03 Association Dues Deduction, deduct from the wages due such employee in any month an agency shop fee equal to the regular dues fixed by the Association for such month. Employer will, not later than the tenth (10th) day of the following month, remit agency shop fees deducted for the preceding month to Association. Each such agency shop fee deduction will continue in force and effect until revoked by: (a) an employee's written and signed direction under 2.03 Association Dues Deduction to deduct Association dues from the employee's wages or (b) termination of such employee's employment.

#### **2.04 Association Business: Local Representative**

Association will designate one (1) employee as its local representative and authorize this employee to deal with the Employer about employment conditions and adjustments of problems arising under this Agreement. Association will notify Employer of this representative's designation and authority, and any change in either.

#### **2.05 Association Business: General Representative**

A duly authorized general representative of the Association may visit Employer's premises, by prearrangement with Employer, at any reasonable time to discharge Association's duties as collective negotiating representative.

#### **2.06 Association Business: Bulletin Board**

Employer will provide Association with and suitably locate bulletin board space on which to post: (a) official Association notices and (b) notices required by law. Association may also post such other matter as Employer may expressly and specifically approve.

### **3. EMPLOYEE STATUS**

#### **3.01 Qualifications**

Each employee must be licensed or otherwise lawfully authorized to practice as a registered professional nurse in New York State. Employer will, as soon as practicable, check and record the registration of each new employee at the time of employment, and will check and record the registration of every employee every three years.

#### **3.02 Classifications**

An employee will be classified as either: (a) regular full-time, (b) part-time, or (c) temporary full-time.

#### **3.03 Regular Employee**

A regular employee is an employee covered by this Agreement who is employed on a regular basis (year-round) to work a normal workweek in the Employer's Public Health Nursing Service. A regular employee will receive full fringe benefits.

#### **3.04 Part-Time Employee**

A part-time employee is one who works less than the normal workweek stated in Article 4 WORK TIME.

- A. Regular Part-Time Employee. A part-time employee who works three (3) or more normal workdays (as defined in 4.01 Normal Workday) per week on a regular basis shall receive one-half (1/2) the fringe benefits of a regular employee, except Health Insurance Benefits.
- B. A part-time employee (employee referred to in contract as per diem, i.e., Article 1. AGREEMENT SCOPE, and provision 3.10 Seniority: Definition and Types) who works less than three (3) normal workdays a week shall receive no fringe benefits.
- C. Clinic Nurse. An RN, excluded from the bargaining unit, who performs RN duties for the county in the intermittently scheduled clinics or the weekly



scheduled clinics of two hours or less and works less than 15 hours per pay period.

### **3.05 Part-Time Employment**

At least fifty percent (50%) of the number of part-time employees shall be offered employment as a regular part-time employee on a seniority basis. Such offer shall be made to employees until the fifty percent (50%) quota is met or until all the part-time employees have been asked.

### **3.06 Temporary Full-Time Employee**

A temporary full-time employee is an employee covered by this Agreement who is employed in the Employer's Public Health Nursing Service.

A temporary full-time employee will receive full fringe benefits.

### **3.07 Probationary Period**

An employee will be on probation from eight (8) to twenty-six (26) calendar weeks following employment. During the probationary period, the employee will be subject to demotion, suspension, other discipline or discharge at Employer's sole discretion, but will otherwise be covered by this Agreement.

### **3.08 Post-Probationary Discipline**

Except as stated in provision 3.07 Probationary Period, an employee will be demoted, suspended, otherwise disciplined or discharged only for just cause and Employer will promptly notify Association in writing of each such action not covered by provision 3.07 Probationary Period and the reason for it.

The Employer will utilize progressive discipline unless the employee's conduct is so flagrant that it warrants a higher level of discipline. The steps in progressive discipline shall be oral warning, written warning, suspension without pay, and discharge.

No record of a disciplinary action may be used towards progressive discipline or in a disciplinary proceeding more than eighteen (18) months after the occurrence on which the discipline was based unless the action on which the discipline was based would constitute a crime if proved in a court of appropriate jurisdiction.

### **3.09 Seniority: Acquisition**

A regular or permanent part-time employee will acquire seniority after completing the probationary period and such seniority will then date from the beginning of employment.

### **3.10 Seniority: Definition and Types**

Seniority means length of continuous employment by Employer in a position covered by this Agreement. There will be two (2) types of seniority: (a) regular for a regular employee and (b) part-time, for a permanent part-time employee. A per diem employee will accrue no seniority.

### **3.11 Seniority: Accrual**

An employee whose employment has not been terminated by resignation of more than three (3) years or discharge or for a reason stated in provision 10.04 Leave of Absence: Limitation will accrue seniority continuously for time actually worked as an employee of Washington County.

### **3.12 Seniority: Retention**

Effective on the date of ratification of this Agreement in 2000, an employee who transfers from the full-time/regular part-time to per diem status shall retain his/her seniority but shall not accrue any additional seniority while in the per diem status.

An employee who transfers from a full-time/regular part-time position to a per diem position shall be paid the same hourly rate as his/her full-time/regular part-time wage equivalent.

An employee who resigns will retain, but not accrue, seniority for three (3) years provided Employer reemploys him or her during such time.

### **3.13 Seniority: Loss**

Except as stated in provision 3.11 Seniority: Accrual, an employee will lose seniority by resignation or discharge.

### **3.14 Seniority: Application**

Seniority within each list will apply to: (a) layoff and recall, (b) vacation time selection, (c) promotion (if all else is equal) to a position within the bargaining unit, and (d) meeting attendance (if all else is equal). In vacation time selection, seniority will be subject to Employer's operating requirements.

### **3.15 Seniority: Lists**

Employer will: (a) on execution of this Agreement, (b) on subsequent request by the Association and (c) annually post and furnish to Association, seniority lists and will correct such lists from time to time as may be necessary. The posted lists will conclusively establish an employee's seniority unless the employee protests it, in writing, within thirty (30) days from the time it is posted or, if the employee is on absence leave or vacation or otherwise unable to so protest it within such time, within thirty (30) days after the employee returns from such leave or vacation or such disability is removed.

### **3.16 Subcontracting**

The County may subcontract IV therapy services during evening and night hours provided such subcontracting does not reduce the number of unit members.

If any subcontracting will reduce the number of unit members, the County will first negotiate the impact of the subcontracting with the New York State Nurses Association.

### **3.17 Job Posting & Bidding**

Employer will post bargaining unit job vacancies or specialized positions for ten (10) calendar days. The posting will show title, minimum qualifications, division, and status.

Positions must be granted to candidates within the bargaining unit prior to being offered to external candidates provided the internal candidate is equally or more qualified.

A change in positions which would only entail a change in shift length (ex. 7 ½ hour shift to 10 hour shift), within the same division (ex. CHHA, Long Term,

Hospice, MCH) will be granted based on seniority of the employees seeking a change in shift length from within that division applying for that position.

## **4. WORK TIME**

### **4.01 Normal Workday**

For purposes of computing an employee's basic compensation rate, the employee's normal workday will be seven and one-half (7½) consecutive work hours (8:30 a.m. to 4:30 p.m., 8:00 a.m. to 4:30 p.m., or 8:30 a.m. to 5:00 p.m., at the employee's option), excluding any scheduled meal period per 10.01 Meal Period. Employees shall be given their choice of one of these three work schedules and must remain on such chosen schedule for at least three (3) consecutive months.

### **4.02 Normal Workweek**

For purposes of computing an employee's basic compensation rate, the employee's normal workweek will be thirty-seven and one-half (37½) hours in five (5) workdays (Monday through Friday), except that as part of their normal workweek full-time nurses may be scheduled to work up to ten (10) weekends per year. (These weekends are referred to as starred weekends.)

Full-time and part-time nurses shall rotate weekend assignments. MCH, Hospice, and Long term nurses will be rotated within each team within the general weekend assignment rotation whenever possible. All nurses will be responsible for seeing their team's clients as well as other teams' clients for referrals and revisits as needed.

Weekend work that is not overtime work shall receive a fifteen percent (15%) differential over the employee's current base salary.

### **4.03 Work Obligation: Employee**

Unless an employee has a reasonable and valid excuse, the employee will work: (a) the hours assigned as his or her normal workday and workweek and (b) such reasonable additional hours as Employer may reasonably request. An employee will report for work on time, ready, willing and able to work.

By mutual agreement between the Employer and the employee, if an employee scheduled to work ends his/her workday prior to the end of his/her scheduled workday, the employee has the option to use vacation time per 6.04, personal time per 6.09 or compensatory time per 5.02 for the time not worked.

Inclement Weather: When an employee can not get to work because of inclement weather, the employee shall have the option of using accrued vacation time per 6.04, personal leave per 6.09, or compensatory time per 5.02, to cover any lost work time.

### **4.04 Work Schedules**

Except when prevented by circumstances beyond its control, or when accommodating the particular employee affected, Employer will: (a) post a schedule of each employee's work assignment not less than two (2) weeks in advance of the start of each workweek and (b) maintain this schedule until it is superseded by a new schedule or changed by agreement between Employer and employee concerned.

#### **4.05 Layoff**

A layoff may be for any number of days or weeks or may be indefinite. Employer will give employees at least twenty-one (21) calendar days' notice of any layoff or compensation to the extent such notice is deficient.

Seniority will apply with respect to layoffs, reductions and/or job abolishments. When there is a decrease in employment as a result of any reason previously stated, the following procedure will be followed:

- A. Before any permanent incumbent is laid off in any department, temporary, probationary, or provisional employees in that department will be first laid off in that order.
- B. The laid off employee will be placed on a recall list.
- C. The County will be liable for any error on a layoff from the date of the error.
- D. An employee who is laid off and rehired within one (1) year in any position will have any unused benefits restored.

#### **4.06 Recall**

Whenever a vacancy occurs, qualified employees who are on layoff shall be recalled in the reverse order in which they were laid off.

#### **4.07 On-Call Positions**

A. Regular On-Call Employee

A regular on-call employee works on-call for 42 weekend shifts, 1 super holiday, 1 major holiday, 3 minor holidays and 100 weekday nights per year.

B. Part-Time On-Call Employee

A part-time on-call employee works on-call 20 weekend shifts, 1 super holiday, 1 major holiday, 1 minor holiday and 49 weekday nights per year.

C. Normal Workday

For purposes of computing an employee's basic compensation rate, the on-call employee's normal workday will be:

Weekday Nights: 4:30 p.m. - 8:30 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday.

Weekend Shifts: 8:30 a.m. Saturday - 8:30 a.m. Sunday or 8:30 a.m. Sunday - 8:30 a.m. Monday.

Holidays: 8:30 a.m. - 8:30 a.m.

D. Compensatory Time: Overtime Work

Employees will receive compensation at the rate of one and one-half (1½) times their Basic Compensation Rate per 5.01 for each hour worked in excess thirty-seven and one-half (37.5) hours a week.

E. Holidays: Designation

Super Holidays: New Year's Day, Thanksgiving Day, Christmas Day

Major Holidays: Memorial Day, 4th of July, Labor Day

Minor Holidays: Martin Luther King Birthday, Presidents Day, Columbus Day, Veteran's Day, Day After Thanksgiving, Day before Christmas, Day before New Year's Day

Holiday shifts begin at 8:30 a.m. the morning of the actual holiday.

F. Paid Time Off

Regular on-call employees will receive paid time off of six (6) shifts per year compensated at the on-call weekday night shift rate. These shifts may be carried over from year to year. Part-time on-call employees will not receive paid time off. On-call employees will not be eligible for benefits per 6.02 Holidays: Compensation or Equivalent Time Off, 6.04 Vacations: Amount, 6.08 Sick Leave: Entitlement and Amount, 6.09 Personal Days.

G. Health Insurance

Regular full-time and part-time on-call employees will receive health insurance equal to that provided regular full-time employees per 7.01 Health Insurance.

H. Certification Payment

On-call employees will not be eligible for certification payment per 9.02 while working on-call shifts.

I. Compensation for Meeting Attendance

On-call employees will be compensated per 5.01 Basic Compensation Rate for all hours worked additional to the on-call shifts.

J. On-Call Coverage

If no on-call employee is able to work a shift, volunteers will be sought first from the regular and part-time employees. Compensation will be per K. Compensation Rates – On-Call Shifts below. If there are no volunteers, the on-call shift will be covered by department supervisors.

K. Compensation Rates – On-Call Shifts: Per Schedule A – A-1.04.

#### **4.08 Ten (10) Hour Shift Positions**

A. Regular Employee

A regular ten (10) hour shift employee is an employee who works four (4) nine and one-half (9½) hour shifts per week, exclusive of meal periods. A regular employee will receive full fringe benefits.

B. Part-Time Employee

A. A regular part-time ten (10) hour shift employee is one who works two (2) shifts per week and shall receive one-half (1/2) the fringe benefits of a regular employee, except Health Insurance Benefits.

B. A part-time ten (10) hour shift employee who works one (1) ten (10) hour shift per week shall receive no fringe benefits.

C. Normal Workday

The employee's normal workday will be ten (10) consecutive hours; nine and one-half hours (9½) of paid work time and a thirty (30) minute unpaid meal period (8:30 a.m. to 6:30 p.m.). Unscheduled visits will not be assigned after 5:00 p.m.; however, the ten (10) hour shift employee may accept to make the visit on a voluntary basis.

D. Normal Workweek

The employee's normal workweek will be thirty-eight (38) hours of paid work time in four (4) workdays (Monday through Friday). One-half (1/2) hour of every workweek will be compensated as overtime work. Employees may be scheduled up to thirteen (13) weekends per year (every 4th weekend) that will be starred weekends per 4.02 Normal Workweek.

E. Compensatory Time: Overtime Work

Employer will, at employee's request, give compensatory time off or compensation at the rate of one and one-half (1½) hours for each hour worked in excess of thirty-seven and one-half (37½) hours per week. Employees may accrue up to twenty (20) hours of compensatory time. If accumulation exceeds twenty (20) hours, the employee shall automatically be paid.

F. Holidays: Designation

Each regular ten (10) hour shift employee will receive these holidays annually:

New Year's Day	Columbus Day
Martin Luther King, Jr.'s Birthday	Veteran's Day
President's Day	Thanksgiving
Memorial Day (last Monday in May)	Day after Thanksgiving
4th of July	Christmas Day
Labor Day	Day before Christmas <b>OR</b>
	Day before New Year's Day

An employee will be paid one (1) normal workday at the employee's base compensation rate for holidays listed above whether or not scheduled to work.

Ten (10) hour shift employees shall receive compensation at time and one-half for all hours worked on any of the holidays listed in Section 6.01, plus holiday pay on holidays listed above.

Ten (10) hour shift employees shall not be required to work more holidays listed in Section 6.01 than 7½ hour shift employees.

G. Vacations: Amount

Each regular ten (10) hour shift employee will receive paid vacation annually according to the following schedule based on ten (10) hour days:

Service Time	Vacation Time Earned
6 Months	4 Days
1-3 Years	8 Days
4-5 Years	12 Days
6 Years	13 Days
7-8 Years	14 Days
9 Years	15 Days
10 Years	16 Days
11 Years	17 Days
12-13 Years	18 Days
14 Years	19 Days
15-24 Years	20 Days
25 Years	24 Days
26-29 Years	20 Days
30 Years	24 Days
31-34 Years	20 Days
35 Years	24 Days
36-39 Years	20 Days

Service Time	Vacation Time Earned
40 Years	24 Days

H. Sick Leave: Entitlement and Amount

Each regular ten (10) hour shift employee will be credited with paid sick leave at the rate of seven and one-half (7½) hours for each month worked plus seven and one-half (7½) additional hours for the calendar year half worked on June 30 and December 31, cumulative, to a maximum of one thousand five hundred (1,500) hours. An employee will be paid for sick leave at the employee's base compensation rate. An employee may use sick leave up to a maximum of thirty-seven and one-half (37.5) hours per year in connection with an illness in the employee's immediate family. For this provision's purposes, immediate family shall include the employee's child, spouse, parent or member of the employee's immediate household.

I. Personal Days

After eight (8) weeks of employment, each regular ten (10) hour shift employee will be entitled to three (3) paid personal days per year.

J. Meal Period

A ten (10) hour shift employee will have a thirty (30) minute meal period, without work responsibility, at a reasonable time each day. This period will not be considered time worked.

K. Rest Period

A ten (10) hour shift employee will be entitled to two (2) fifteen (15) minute rest periods per shift.

## 5. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

### 5.01 **Basic Compensation Rate**

An employee's basic compensation rate, as stated in Schedule A of this Agreement, will apply to the employee's normal workday and workweek.

### 5.02 **Compensatory Time: Overtime Work**

Employer will, at employee's request, give compensatory time off or compensation at the rate of one and one-half (1½) hours for each hour worked in excess of seven and one-half (7½) hours in a day or seventy-five (75) hours in a biweekly pay period. Employee has the option to be paid in cash or take a credit of compensatory time up to a maximum of twenty-two and one-half (22½) hours. If accumulation exceeds twenty-two and one-half (22½) hours, employee shall automatically be paid in cash.

Other than the use of compensatory time per 4.03 Work Obligation, the only compensatory overtime that may be used in July, August, and December will be compensatory overtime earned by working the weekend. Weekend overtime during these months may only be used five (5) days prior to the weekend worked (if it is already in the employee's bank) and five (5) days after the weekend worked.

At the employee's option, on each anniversary date the employee may "sell back" to the Employer all or some of his/her accrued compensatory time at his/her then current rate of pay.

### **5.03 On-Call**

An employee shall be compensated at the rate of four dollars and fifty cents (\$4.50) per hour up to a maximum of thirty-six dollars (\$36) when the employee is scheduled on-call. An employee required to be on-call who is called into work, shall be compensated pursuant to paragraph 5.02 Compensatory Time: Overtime Work. Beepers will be provided on-call employees.

### **5.04 Pay Period**

Employer will continue present policy of paying compensation every other Thursday.

The County shall establish a one (1) week "lag" in pay dates, i.e., the pay will be received one (1) week after the close of the pay period.

### **5.05 Lunch Policy**

Employee is not paid for lunch when working out of the home office in Hudson Falls or his/her home community. Where entitled to be compensated for lunch, rates will be as stated below. Employees will be paid for meals only when working outside the County pursuant to the policy adopted by the County Legislature. The maximum reimbursement for meals shall be:

Breakfast.....	\$4.00
Lunch .....	\$6.00
Dinner .....	\$10.00

## **6. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED**

### **6.01 Holidays: Designation**

Each regular employee will receive these holidays annually:

New Year's Day	Labor Day (1st Monday in September)
Martin Luther King, Jr.'s Birthday (3rd Monday in January)	Columbus Day (2nd Monday in October)
President's Day (3rd Monday in February)	Veteran's Day (November 11th)
Memorial Day (Last Monday in May)	Thanksgiving Day
4th of July	Day after Thanksgiving (Floating)
	Christmas Day

The Employer will grant one-half (1/2) of the employees the day before Christmas and the other half (1/2) of the employees the day before New Year's Day as a holiday.

A permanent part-time employee shall receive a proportionate benefit under this provision.

### **6.02 Holidays: Compensation or Equivalent Time Off**

An employee entitled under provision 6.01 Holidays: Designation (whether or not scheduled to work on a holiday) will be paid one (1) normal workday at the employee's base compensation rate for a holiday. However, employees who work a designated holiday shall receive time and one-half (1-1/2) for the hours worked on the holiday, plus the holiday pay.



### **6.03 Holidays: Scheduling**

If a holiday falls in an employee's vacation, the vacation will be extended by one (1) workday; if a holiday falls on a Saturday, it is observed on Friday; if a holiday falls on Sunday, the ensuing Monday will be observed as the holiday.

On the day after Thanksgiving the Employer may schedule up to half (1/2) the number of nurses to work.

### **6.04 Vacations: Amount**

Each regular employee will receive paid vacation annually according to the following schedule:

<b>Service Time</b>	<b>Vacation Time Earned</b>
6 Months	5 Days
1-3 Years	10 Days
4-5 Years	15 Days
6 Years	16 Days
7 Years	17 Days
8 Years	18 Days
9 Years	19 Days
10 Years	20 Days
11 Years	21 Days
12 Years	22 Days
13 Years	23 Days
14 Years	24 Days
15-24 Years	25 Days
25 Years*	30 Days
26 Years	25 Days
27 Years	25 Days
28 Years	25 Days
29 Years	25 Days
30 Years*	30 Days
31 Years	25 Days
32 Years	25 Days
33 Years	25 Days
34 Years	25 Days
35 Years*	30 Days
36 Years	25 Days
37 Years	25 Days
38 Years	25 Days
39 Years	25 Days
40 Years*	30 Days

\*On an employee's anniversary year of 25, 30, 35, and 40 respectively, an additional week will be granted in recognition of long-term service for the county.

No employee hired prior to December 1, 1994 shall receive a reduced benefit with the 1996 vacation schedule.

A permanent part-time employee shall receive a proportionate benefit under this provision.

Vacation time accrual shall be calculated on the basis of the employee's anniversary date of employment.

#### **6.05 Vacations: Pay**

An employee entitled under provision 6.04 Vacations: Amount will be paid for vacation at the employee's base compensation rate.

#### **6.06 Vacations: Scheduling**

An employee shall request his/her choice of vacation. Vacation requests shall be submitted in writing during the sign-up periods. The sign-up period for the summer vacation from Memorial Day to Labor Day shall be January 1 through February 1. The sign-up for vacations during the period September 1 through Memorial Day shall be April 1 to April 30. Requests for vacation submitted during the sign-up periods shall be awarded based on seniority. Where conflict occurs, the less senior employee shall be given the opportunity to submit a revised request prior to the approval of vacation time before any less senior employee. If a week becomes open that had previously been selected during the sign-up period, that week shall be made available on a seniority basis.

Requests for any amount of vacation time remaining open outside the sign-up period shall be considered on a first come, first serve basis.

During the sign-up period ending February 1 for the summer vacation period, no employee shall request more than two (2) weeks of vacation. After all requests submitted during the sign-up period for vacation during the summer period have been considered, additional weeks, if available, may be granted. Requests for blocks of five (5) or more days during the summer vacation period will be considered before requests for less than five (5) days regardless of seniority.

An employee will receive written approval of his/her granted vacation time within twenty (20) workdays after the last day of the vacation sign-up period. Such approval is subject to the Employer's operating requirements. An employee who requests vacation outside the sign-up period will receive a written approval of their vacation request within fifteen (15) workdays following the date the request is submitted.

Once an employee has received written approval of his/her vacation time, it may only be rescinded by mutual agreement.

The Employer shall grant at least two (2) employees vacation time each week.

One (1) week of employee's accrued vacation may be carried over by the employee to the following year if the employee makes the request to the Director/designee prior to the employee's anniversary date.

#### **6.07 Vacations: Terminal**

An employee terminated after one (1) year's continuous employment will receive all accrued vacation at that time.

### **6.08 Sick Leave: Entitlement and Amount**

Each regular employee will be credited with paid sick leave at the rate of one (1) day for each month worked plus one (1) additional day for the calendar year half worked on June 30 and December 31, cumulative, to a maximum of two hundred (200) days. An employee will be paid for sick leave at the employee's base compensation rate. An employee may use sick leave up to a maximum of five (5) days per year in connection with an illness in the employee's immediate family. For this provision's purposes, immediate family shall include the employee's child, spouse, parent or member of the employee's immediate household.

### **6.09 Personal Days**

After eight (8) weeks of employment, each regular employee will be entitled to three (3) paid personal days per year. A permanent part-time employee will receive a proportionate benefit under this provision. An employee will be paid for such leave at the employee's base compensation rate.

Personal time not utilized by the employee's anniversary date shall be converted to sick time under 6.08 Sick Leave: Entitlement and Amount.

### **6.10 Bereavement Leave**

Bereavement Pay (Straight Time Rates)	Relatives
Five Days	Spouse, Child, Stepchild, Parent
Three Days	Brother, Sister, Stepparent, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Sister-in-law, Brother-in-law, Grandparent, Grandchild

Normally paid bereavement days must be taken as consecutive scheduled workdays starting within three days of the death. When it is necessary that days be taken that are not consecutive, special arrangements may be made through the employee's department head.

### **6.11 Jury Duty and Military Leave**

Each regular and permanent part-time employee will receive up to ten (10) days' leave for jury duty. An employee on such leave will be paid for the difference between the pay the employee actually received from such jury duty and the pay the employee would have received if not on such leave. Military leave will be granted in accordance with applicable law.

### **6.12 Meeting Attendance**

Elected Local Bargaining Unit representatives may attend, without loss of pay, Association meetings which are scheduled during regular work hours to assist them in fulfilling their obligations to members subject to approval of the Chairman of the Board of Supervisors. As illustration, but not limitation, these meetings include negotiations, legal proceedings and grievance procedure meetings.

## **7. MONETARY BENEFITS: INSURANCE**

### **7.01 *Health and Dental Insurance***

- A. The Employer will provide BlueShield of Northeastern NY POS, EPO and PPO Corporate Option 12, annexed hereto as Appendix A of this Agreement or its equivalent and the BlueShield of Northeastern New York Community Blue/Three Tier Blue Prescription Drug Plan for each regular full-time employee and for each regular part-time employee who regularly works three (3) normal workdays or more per week. The Employer will pay ninety percent (90%) of the premium cost of an individual plan and the employee will pay ten percent (10%). Effective June 1, 2009, the Employer will pay eighty-eight percent (88%) of the premium cost of an individual plan and the employee will pay twelve percent (12%). The Employer will pay eighty percent (80%) of the premium cost of a family or two (2)-person plan and the employee will pay twenty percent (20%) of the total premium of either plan.

Part-time employees who regularly work less than three (3) normal workdays per week shall not be eligible for Employer paid health insurance coverage.

- B. The Employer will provide MetLife Dental benefits annexed hereto as Appendix B of this Agreement or its equivalent, for each regular full-time employee and for each regular part-time employee who regularly works three (3) normal workdays or more per week. The Employer will pay ten dollars (\$10) per pay period towards the cost of individual or family coverage as selected by the employee.

Part-time employees who regularly work less than three (3) normal workdays per week shall not be eligible for Employer paid dental benefits.

### **7.02 *Death Benefit***

The Employer will continue to provide a death benefit through New York State Employee Retirement System (NYSERS) as outlined in the New York State Employee Retirement Plan.

### **7.03 *Professional Liability Insurance***

Employer will continue to provide, at its expense, a professional liability insurance plan for each employee.

### **7.04 *Retirement***

The County will provide to employees the applicable New York State Employee Retirement Plan pursuant to the rules of the plan. Employer will provide option 41(j), application of accrued but unused sick leave, under the New York State Retirement System.

### **7.05 *Disability Policy***

Employer shall provide employees at NYS rate with fully paid New York State Disability Insurance. Any employee eligible for disability insurance benefits shall use all his/her sick leave accumulation prior to accepting disability payment or drawing upon disability.

## **8. MONETARY BENEFITS: TERMINAL**

A regular or permanent part-time employee whose employment is terminated for a reason other than misconduct justifying discharge will receive as a terminal allowance unused accrued vacation time prorated to the employee's termination date. However, an employee whose employment is terminated by resignation and who fails to give Employer three (3) weeks' notice, except in an emergency, will forfeit terminal benefits prorated to the extent such notice is deficient.

## **9. MONETARY BENEFITS: MISCELLANEOUS**

### **9.01 Tuition Refund**

Effective January 1, 2006, the Employer will reimburse the employee up to six hundred dollars (\$600) per course of the cost of tuition incurred by the employee. Effective January 1, 2007 the per course reimbursement will increase to seven hundred (\$700) dollars, and effective January 1, 2008 the per course reimbursement will increase to seven hundred fifty (\$750) dollars. The Director must approve in advance the course for which the tuition refund is being requested. Courses (elective and required) will normally be approved that lead to Bachelor's or Master's of Science degree in nursing or are related within reason to the job performance in the public health nurse service.

The Employer's total annual financial commitment in this area will be limited to four thousand dollars (\$4,000) annually. Only employees with one (1) year or more of service will be eligible for the tuition refund. The employee must receive a passing grade of "C" (or a "P" in a "pass-fail" grading system).

### **9.02 Certification Payment**

#### **A. Effective January 1, 2003**

An employee's wage rate shall be increased by \$.75 per hour when Washington County IV certification, and or American Nurses Association (ANA) certification is obtained and written verification is submitted to the Employer.

B. Employees in the following positions shall receive an additional \$1.25 per hour added to their regular wage rate: ET Educator, Diabetic Educator, Infection Control Nurse and Computer Educator.

C. Employees shall be limited to a total of two stipends of the stipends listed in Section 9.02 Paragraphs A and B.

## **10. UNPAID TIME OFF**

### **10.01 Meal Period**

Employees who work 8:30 a.m. to 5:00 p.m. shall have a one hour meal period. Employees who work 8:00 a.m. to 4:30 p.m. shall have a one hour meal period. Employees who work 8:30 a.m. to 4:30 p.m. shall have a 30 minute meal period. An employee's meal period will be without work responsibility, at a reasonable time each day. This period will not be considered time worked.

### **10.02 Leave of Absence: Basis and Amount**

On application as required by provision 10.03 Leave of Absence: Procedure, a regular or permanent part-time employee who has completed one (1) year of continuous employment with Employer will be granted unpaid leave of absence:

(a) up to eight (8) months for personal illness; (b) up to one (1) month for personal business; (c) up to six (6) months for maternity; (d) up to twelve (12) months for education at an accredited educational institution; and (e) in other amounts for other purposes as agreed to with Employer. After two (2) years of continuous employment with Employer, a regular or permanent part-time employee will be granted unpaid leave of absence up to one (1) year for maternity. An employee on leave pursuant to this provision will not accrue any benefits under this Agreement, but will retain all previously accrued benefits.

#### **10.03 Leave of Absence: Procedure**

An employee desiring leave of absence under provision 10.02 Leave of Absence: Basis and Amount will, except in an emergency, apply for it on a form to be provided by Employer four (4) weeks in advance of the desired starting date. In an emergency, the employee will so apply at the earliest reasonable date.

#### **10.04 Leave of Absence: Limitation**

An employee who obtains a leave of absence or extension by false pretense, or who, without a reasonable and valid excuse and diligent effort to notify Employer in advance, fails to report for work on expiration of any leave or extension thereof, will be deemed to have voluntarily resigned.

### **11. HEALTH AND SAFETY**

#### **11.01 Employer Obligation**

Employer will observe all applicable health and safety laws and regulations and, consistent with its established practice, will take all steps reasonably necessary to assure employee health and safety.

#### **11.02 Employee Obligation**

Every employee will observe all applicable health and safety laws and regulations and will comply with all Employer health and safety rules and instructions.

#### **11.03 Health Examination**

The Employer will require health examinations and/or health assessments as required by New York State law.

#### **11.04 Workplace Violence**

The parties shall discuss the issue of workplace violence in a Labor/Management Committee Meeting.

### **12. BUSINESS OR EMPLOYMENT INTERRUPTION**

Neither any employee nor the Association shall engage in a strike, and the Association shall not cause, instigate, encourage, or condone a strike.

### **13. GRIEVANCE ADJUSTMENT**

#### **13.01 Scope**

Except as otherwise provided in this Agreement, every grievance either Association (or any employees) or Employer may have with each other arising from application or interpretation of this Agreement, or otherwise, will be

adjusted as stated in provisions 13.02 Informal Discussion through 13.06 Procedure and Time Limits: Step Four.

### **13.02 Informal Discussion**

An employee who has a grievance arising from application or interpretation of this Agreement, or otherwise, will present the claim promptly to the employee's supervisor. The employee, Association's local representative, and the supervisor will discuss and attempt to resolve this grievance. At employee's request, Association's general representative will be present at this discussion.

### **13.03 Procedure and Time Limits: Step One**

If the grievance is not adjusted and such adjustment approved by the Department Head and Association's local representative by informal discussion, or if the grievance involves a matter affecting more than one employee, Association or Employer, the employee or group of employees may initiate formal adjustment of the grievance as stated in this paragraph.

The employee, group of employees, Association or Employer will serve a written notice of a grievance other than a monetary claim (i.e., a claim for compensation, holiday pay, vacation pay or any other benefit payable in money to or for an employee's benefit) on Employer's Department Head or Association's local representative, as the case may be, on a proper form provided by Association within ten (10) workdays after occurrence of the facts on which it is based, and will so serve written notice of a monetary claim within thirty (30) workdays after occurrence of the facts on which it is based, or thirty (30) workdays after both parties have executed this Agreement, whichever is later. If no such notice is served in the time specified, the grievance will be barred.

After a proper and timely notice is filed, the Department Head, any employee or employees concerned and an Association representative (to be designated by Association) will discuss the grievance. This discussion, unless extended by written agreement for a specified period, will be completed within five (5) workdays after receipt of the required initiation notice.

### **13.04 Procedure and Time Limits: Step Two**

If the grievance is not adjusted in the time specified in Step One, Association or Employer may appeal it to Step Two by written notice, served on Employer's County Administrator or Association's general representative, as the case may be, on a proper form to be provided by Employer within ten (10) workdays after the completion of proceedings in Step One.

The County Administrator, or his designee will then discuss the grievance with Association's general representative. This discussion, unless extended by written agreement for a specified period, will be completed within five (5) workdays after receipt of the required notice of appeal to Step Two.

### **13.05 Procedure and Time Limits: Step Three**

If the grievance is not adjusted in the time specified in Step Two, Association or Employer may appeal it to Step Three by written notice, served on the Chairman of the Board of Supervisors or Association's general representative, as the case may be, on a proper form to be provided by Employer, within ten (10) workdays after the completion of proceedings in Step Two.

The Chairman of the Board of Supervisors or his designee will then discuss the grievance with Association's general representative. This discussion, unless extended by written agreement for a specified period, will be completed within five (5) workdays after receipt of the required notice of appeal to Step Three.

### **13.06 Procedure and Time Limits: Step Four**

If the grievance is not adjusted in the time specified in Step Three, and involves the application or interpretation of this Agreement, such grievance, or a dispute arising under Article 18 of this Agreement, either Employer or Association may submit it to arbitration. Employer and Association will select the arbitrator, by mutual agreement, from lists submitted to them by the American Arbitration Association and arbitration will then proceed in accordance with the then-current Voluntary Arbitration Rules of the American Arbitration Association. The Arbitrator's decision will be final and binding on the parties. If the grievance is not submitted to arbitration under this provision within fifteen (15) workdays after Step Three's completion, it will be barred. The cost of any arbitration will be shared equally by the parties.

### **13.07 Arbitrator's Powers: Limitation**

The arbitrator will not have any power to add to, subtract from or otherwise amend this Agreement.

## **14. BUSINESS MANAGEMENT**

Subject to applicable law, Employer has both legal responsibility and sole right to manage its business and, except as limited in this Agreement, to: (a) hire, assign, transfer, promote, demote, schedule, layoff, recall, discipline and discharge its employees and direct them in their work and (b) control all Employer property.

## **15. MISCELLANY**

### **15.01 Definitions**

As used in this Agreement and except as otherwise clearly required by its context:

- (a) "agreement" means this agreement and each appendix, schedule, amendment or supplement thereto;
- (b) "Employer" means the County of Washington;
- (c) "Association" means the New York State Nurses Association;
- (d) "employee" means an employee covered by Article 1 Agreement Scope;
- (e) "workday" means days exclusive of Saturday, Sunday and Holidays.

### **15.02 Non-Discrimination**

Neither Employer nor Association will discriminate against any employee or applicant for employment as an employee, in any matter relating to employment because of race, color, creed, national origin, sex, age, marital status, disability or activity on behalf of the Association.

### **15.03 Meetings**

Employer and Association will meet at mutually convenient times and places to consider employment conditions and the operation of this Agreement.



#### **15.04 Notices to Parties**

Any notice required to be served on Employer under this Agreement will be either mailed to Employer by registered or certified mail or delivered to Employer or so mailed or delivered to such person at such address as Employer may designate by written notice served on Association.

Any notice required to be served on Association under this Agreement will be mailed to Association's Executive Director by registered or certified mail addressed to Association's headquarters office, 11 Cornell Road, Latham, New York 12110 or to such other person and at such address as Association may designate by written notice served on Employer.

#### **15.05 Agreement Construction**

Provision titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

#### **15.06 Separability**

This Agreement and its component provisions are subordinate to any present or future laws and regulations. If any federal or New York law or regulation or the final decision of any federal or New York court or administrative agency affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this Agreement will not be affected.

### **16. STAFF DEVELOPMENT**

#### **16.01 Programs**

Employer will provide:

- (a) A planned orientation program for each new employee;
- (b) An organized program of in-service education on work time;
- (c) Time off, without loss of pay for participation in Association's and its constituent organizations' activities and to attend classes; such time to be given on a fair and adequate basis determined by the needs of the employee and the institution or agency, and with the approval of the Department Head. Any program attendance involving fees greater than fifty dollars (\$50) will receive approval by the Chairman of the Board of Supervisors. There will be an equitable rotation of attendance;
- (d) Time and financial aid for participation in educational workshops, institutes or meetings which will improve the employee's on-the-job performance, and with the approval of the Department Head. Any program attendance involving fees greater than fifty dollars (\$50.00) will receive approval of the Chairman of the Board of Supervisors. There will be an equitable rotation of attendance;
- (e) An annual cooperative evaluation and recording of an employee's performance and experience, with a duplicate copy to the employee.

#### **16.02 Notice to Employees**

Employer will provide each employee with a copy of this Agreement (to be supplied by Association) and any stated personnel policies supplemental

thereto, and will provide each employee at the time of appointment, transfer or promotion with written confirmation of such personnel action and the job description and regular compensation rate of the position to which the employee is appointed, transferred or promoted.

## **17. COUNTY CARS**

Employer shall provide County cars to be used by employees for official business only. When a County car is not available, the Employer will reimburse an employee who operates a privately owned vehicle on Employer business at the rate of twenty-five cents (\$.25) per mile. If the transportation rate for any other County Department is increased above twenty-five cents (\$.25) per mile, that same increase will be given to employees covered by this Agreement.

New hires will not be permanently assigned a County vehicle they can garage at their place of residence.

All members of the bargaining unit hired prior to January 1, 1982 will have present privileges regarding County cars.

### Reopener

The contract will reopen at option of the Association to negotiate question of whether all employees shall be entitled to have a vehicle that they can drive to and from their home to work on or after February 1, 1985.

## **18. CONTINUATION OF BENEFITS**

Except as otherwise provided in this Agreement, Employer will continue in effect without change during the life of this Agreement all existing benefits heretofore applicable to any employee.

## **19. AMENDMENT**

This Agreement may be amended or supplemented only by further written agreement executed by the parties.

## **20. REPRODUCTION OF CONTRACT**

Employer will share equally in the cost incurred by the Association for reproduction and distribution of this Agreement.

## **21. EFFECTIVE DATE AND DURATION**

This Agreement, except as otherwise stated, will be effective as of 12:01 a.m. January 1, 2009 and will remain effective until 12 midnight December 31, 2010 and from year to year thereafter unless terminated as provided in Article 22 TERMINATION.

ANY PART OF THIS AGREEMENT WHICH REQUIRES LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY LAW AMENDMENT OR BY APPROPRIATION OF ADDITIONAL FUNDS WILL BE EFFECTIVE ONLY ON APPROVAL BY THE APPROPRIATE LEGISLATIVE BODY, BUT NOTHING IN THIS SENTENCE WILL PREVENT SUCH BODY'S MAKING ANY SUCH APPROVAL, ENABLING LEGISLATION OR APPROPRIATION RETROACTIVE.

## 22. TERMINATION

This Agreement may be terminated effective 12 midnight December 31, 2010 by written notice from either party, delivered to the other not later than October 1, 2010 of intent to modify or terminate it and may be terminated effective 12 midnight any subsequent December 31, by similar written notice delivered to the other party not later than the preceding October 1. Notice of intent to modify will be equivalent to notice of intent to terminate.

## 23. NEGOTIATIONS: SCHEDULING

The County and the Association agree to make every attempt to begin reopener negotiations prior to October 1, 2009.

## EXECUTION

Signed by Employer and Association.

THE COUNTY OF WASHINGTON

By Glenn C. Trinkle

Title Chair, Washington County Board of Supervisors

Date 12-26-08

NEW YORK STATE NURSES ASSOCIATION

By MA RN

Title Economic and General Welfare Program

Date 12/16/08

## **SCHEDULE A**

### Base Compensation Rates

A-1.01 An employee's base compensation rate will be:

<b>Registered Nurse</b>	
Effective Date	1/1/2009
Base	22.87
1st year	23.07
2nd year	23.27
3rd year	23.47
4th year	23.67
5th year	24.00
8th year	24.21
10th year	24.44
15th year	24.66
20th year	24.88

<b>Public Health Nurse</b>	
Effective Date	1/1/2009
Base	23.64
1st year	23.84
2nd year	24.04
3rd year	24.24
4th year	24.44
5th year	24.77
8th year	24.98
10th year	25.21
15th year	25.43
20th year	25.65

A-1.02 All employees will receive compensation in relation to the above scales and their years of employment. As appropriate, the increment will become effective the next January 1 or July 1 after the employee's anniversary date.

A-1.03 Rates for part-time employees per 3.04 B, employees referred to as Per Diem, will be:

Effective 1/1/09: \$26.27/hour

A-1.04 Rates for on-call shifts per 4.07 On-Call Positions will be:

Weekday Nights: Effective 1/1/09: \$203.43

Weekend Shifts: \$300 per shift

Super Holidays: \$500 per shift

Major Holidays: \$400 per shift

Minor Holidays: \$300 per shift

A-1.05 Reopener

The contract will reopen to negotiate wages and health insurance for 2010.

JLS/lmh  
12/11/08


# APPENDIX A

## Washington County Health Coverage Comparison

Washington County Health Coverage Comparison: POS, EPO & PPO					
	BlueShield of Northeastern NY POS (5)		BlueShield of Northeastern NY EPO	BlueShield of Northeastern NY PPO (5)	
Benefit	In-Network Only(1)	Out of Network(2)	In-Network Only(1)	In-Network Only(1)	Out of Network(2)
Cost Sharing	Member Pays	Member Pays	Member Pays	Member Pays	Member Pays
Deductible	Not applicable	\$250 Individual/ \$500 family	Not applicable	Not applicable	\$250 indiv / \$500 family
Coinsurance	Not applicable	30%	Not applicable	Not applicable	20%
Out of Pocket Maximum	Not applicable	\$1500 Individual/ \$3000 family	Not applicable	Not applicable	\$1,250 / \$2,500 out of pocket
Dependent Children	Dependent children to 18 Full time students to 25	Dependent children to 18 Full time students to 25	Dependent children to 18 Full time students to 25	Dependent children to 18 Full time students to 25	Dependent children to 18 Full time students to 25
<b>HOSPITAL BENEFITS</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>
INPATIENT (3) Unlimited days, semi-private room and board.	\$0	Deductible & Coinsurance	\$0	\$0	Deductible & Coinsurance
INPATIENT PHYSICAL THERAPY, PHYSICAL MEDICINE, OR REHABILITATION (3)	\$0 45 days	Deductible & Coinsurance	\$0 60 days	\$0 60 days	Deductible & Coinsurance
MENTAL HEALTH Up to 30 days per calendar year	\$0 (4)	Deductible & Coinsurance	\$0 (3)	\$0 (3)	Deductible & Coinsurance
ALCOHOL/SUBSTANCE ABUSE Up to 7 days detox per calendar year	\$0 (4)	Deductible & Coinsurance	\$0 (3)	\$0 (3)	Deductible & Coinsurance
OUTPATIENT ambulatory surgery, preoperative testing, chemotherapy, radiation therapy, mammography, and cervical cancer screening.	\$15 Copay (x-rays, labs & pre-admission testing - \$0)	Deductible & Coinsurance	\$0	\$0	Deductible & Coinsurance
EMERGENCY ROOM/FACILITY Initial visit for emergency care	\$0	\$0	\$50 Copay (waived if admitted)	\$50 Copay (waived if admitted)	\$50 Copay (waived if admitted)
<b>OTHER FACILITY BENEFITS</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>
ALCOHOL/SUBSTANCE ABUSE Up to 90 outpatient visits which include 20 family counseling visits per calendar year.	\$15 Copay (4)	Deductible & Coinsurance	\$15 Copay	\$15 Copay	Deductible & Coinsurance
HOME HEALTH CARE Up to 200 visits per calendar year	\$15 Copay - 100 visits	Deductible & Coinsurance	\$0	\$0	Deductible & Coinsurance
HOME INFUSION THERAPY	\$0	Deductible & Coinsurance	\$0 Copay if Billed with Home Care (Home IV Therapy 200 visits aggregate w/Home Care)	\$0 Copay if Billed with Home Care (Home IV Therapy 200 visits aggregate w/Home Care)	Deductible & Coinsurance
OUTPATIENT KIDNEY DIALYSIS	\$15 Copay	Deductible & Coinsurance	\$0	\$0	Deductible & Coinsurance
HOSPICE Up to 90 days per lifetime	\$0	Deductible & Coinsurance	\$15 Copay	\$15 Copay	Deductible & Coinsurance
SKILLED NURSING FACILITY	\$0 - 100 days	Deductible & Coinsurance	\$0 120 days	\$0 120 days	Deductible & Coinsurance
(1) Network provider delivers care. (2) Subject to balance billing over allowed amount. (3) Prior authorization is required. (4) Must contact APB, the vendor for all Mental Health and Alcohol/Substance Abuse services. (5) In-Network and Out of Network day limits and visit limits are aggregate. Out of Network benefits are not in addition to the benefits provided in-network.					

## APPENDIX B

### MetLife Dental Benefits



**MetLife Dental**

See the attached Q&A for additional information about your MetLife Dental benefits.

**MAC Primary**  
**Plan Design for: Washington County**  
**Effective Date: June 1, 2004**

Coverage Type:	In-Network <sup>1</sup>	Out-of-Network <sup>1</sup>
Type A - Preventive	100% of PDP Fee <sup>2</sup>	80% of PDP Fee <sup>2</sup>
Type B - Basic Restorative	50% of PDP Fee <sup>2</sup>	40% of PDP Fee <sup>2</sup>
Type C - Major Restorative	25% of PDP Fee <sup>2</sup>	20% of PDP Fee <sup>2</sup>
Type D - N/A	N/A	N/A
<b>Deductible<sup>3</sup></b>		
Individual	\$50	\$75
Family	\$150	\$225
<b>Annual Maximum Benefit:</b>		
Per Person	\$1,000	\$1,000
Type D Maximum - N/A	N/A	
<sup>1</sup> "In-Network Benefits" means benefits provided under this plan for covered dental services that are provided by a participating PDP provider. "Out-of-Network Benefits" means benefits provided under this plan for covered dental services that are not provided by a participating PDP provider. <sup>2</sup> PDP Fee refers to the fees that participating PDP dentists have agreed to accept as payment in full. <sup>3</sup> Applies to Type A, B and C services		

An Example of Savings When You Visit a Participating PDP Dentist			
Take a look at an example* that shows how receiving services from a PDP dentist can save you money.			
<p><b>Your Dentist says you need a Crown, a Type C service:</b></p> <p>PDP Fee: \$300.00</p> <p>Dentist's Usual Fee: \$400.00</p> <p>* Please note: this example assumes that your annual deductible has been met.</p>			
(IN-NETWORK)		(OUT-OF-NETWORK)	
When you receive care from a Participating PDP dentist...		When you receive care from a Non-Participating PDP dentist...	
The PDP Fee is:	\$300.00	Dentist's Usual Fee is:	\$400.00
Your Plan Pays:		Your Plan Pays:	
(25% x \$300 PDP Fee)	- \$75.00	(20% x \$300 PDP Fee)	- \$60.00
Your Out-of-Pocket Cost:	\$225.00	Your Out-of-Pocket Cost:	\$340.00

**SIDE LETTER OF AGREEMENT**  
BETWEEN  
NEW YORK STATE NURSES ASSOCIATION  
AND  
THE COUNTY OF WASHINGTON

*RE: Vacation Scheduling Process*

This Side Letter of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2009 through December 31, 2010. Except as modified herein, the collective bargaining agreement remains in full force and effect.

The Employer and NYSNA agree to meet in Labor-Management Committee to discuss the vacation scheduling process, including the rescheduling of previously approved time off.

Signed by Employer and Association.

THE COUNTY OF WASHINGTON

By *J. Anna C. Trinkle*  
Title *Chair, Washington County Board of Supervisors*

Date *12-26-08*

NEW YORK STATE NURSES ASSOCIATION

By *[Signature]* *MAEW*  
Director,  
Title Economic and General Welfare Program

Date *12/16/08*



## **SIDE LETTER**

June 21, 1983

Ms. Patricia Munoff  
Administrator, Director of Patient Services  
Washington County  
Office Building  
Hudson Falls, NY 12839

RE: Nursing Practice Committee

Dear Ms. Munoff:

As per our mutual agreement reached during the recent negotiations, the following language will be attached as a side letter to the current agreement between the parties.

The Director of Patient Services will meet on a regularly scheduled basis at least once a month during worktime with two (2) representatives of the nursing staff.

The Committee shall review and make recommendations concerning professional nursing practices in the Public Health Nursing Service. These meetings shall in no manner be deemed negotiating sessions.

Please indicate your concurrence by signing both copies and returning the original to our office.

Sincerely,

/s/ Patricia M. Deak, RN

Patricia M. Deak, RN  
Nursing Representative  
Economic and General Welfare Program

/s/ Patricia B. Munoff  
Administrator,  
Director of Patient Services

Date: July 5, 1983

PMD/cm

cc: Catherine Bly

Certified Mail - Return Receipt Requested

MEMORANDUM OF AGREEMENT  
BETWEEN  
NEW YORK STATE NURSES ASSOCIATION  
AND  
COUNTY OF WASHINGTON

Section 5.04 Pay Period

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2006 – December 31, 2008. Except as modified herein, the collective bargaining agreement remains in full force and effect.

Section 5.04 Pay Period

Replace section with the following:

Employer will continue present policy of paying compensation every other Thursday.

The County shall establish a one (1) week "lag" in pay dates, i.e., the pay will be received one (1) week after the close of the pay period.

The County may move the current pay period/pay date by no more than one day. The County shall give NYSNA and the employees 60 days written notice before moving the pay period or pay date. Any such change shall be done on a countywide basis.

Signed by Employer and Association.

WASHINGTON COUNTY:

By: Jo Ann C. Drinkle  
Title: Chairman  
Date: 9/15/06

JLS/saj  
8/28/06  
P:\EGW\MAOAS\Washington\Pay Period A-18-06.doc

NEW YORK STATE NURSES ASSOCIATION:

By: [Signature]  
Director,  
Title: Economic and General Welfare Program  
Date: 9/7/06

# INDEX

---

## A

Agreement Construction .....	19
AGREEMENT SCOPE .....	1
AMENDMENT .....	20
Appendix A: Health Coverage Comparison .....	24
Appendix B: MetLife Dental Benefits .....	25
Arbitrator's Powers: Limitation .....	18
Association Business: Bulletin Board .....	2
Association Business: General Representative .....	2
Association Business: Local Representative .....	2
Association Dues Deduction .....	1
Association Membership .....	1
ASSOCIATION STATUS .....	1

---

## B

Base Compensation Rates (Schedule A) .....	22
Basic Compensation Rate .....	9
Bereavement Leave .....	13
BUSINESS MANAGEMENT .....	18
BUSINESS OR EMPLOYMENT INTERRUPTION .....	16

---

## C

Certification Payment .....	7
Classifications .....	2
Compensation for Meeting Attendance .....	7
Compensation Rates - On-Call Shifts .....	7
Compensatory Time .....	8, 9
CONTINUATION OF BENEFITS .....	20
COUNTY CARS .....	19

---

## D

Death Benefit .....	14
Definitions .....	18
Dental Benefits .....	14, 25
Disability Policy .....	14

---

## E

EFFECTIVE DATE AND DURATION .....	20
Employee Obligation .....	16
EMPLOYEE STATUS .....	2
Employer Obligation .....	16

Normal Workweek.....	5, 7
Notice to Employees.....	19
Notices to Parties .....	18

---

## *O*

On-Call .....	10
On-Call Coverage .....	7
On-Call Positions.....	6, 7

---

## *P*

Paid Time Off .....	7
Part-Time Employee .....	2, 7
Part-Time Employment.....	3
Part-Time On-Call Employee .....	6
Pay Period.....	10
Personal Days .....	9, 13
Post-Probationary Discipline .....	3
Probationary Period .....	3
Procedure and Time Limits: Step Four.....	17
Procedure and Time Limits: Step One.....	17
Procedure and Time Limits: Step Three.....	17
Procedure and Time Limits: Step Two.....	17
Professional Liability Insurance.....	14
Programs .....	19

---

## *Q*

Qualifications.....	2
---------------------	---

---

## *R*

Recall .....	6
Recognition.....	1
Regular Employee.....	2, 7
Regular On-Call Employee.....	6
Reopener.....	20
REPRODUCTION OF CONTRACT .....	20
Rest Period.....	9
Retirement.....	14

---

## *S*

SCHEDULE A - Base Compensation Rates.....	22
Scope, Grievance .....	16
Seniority: Accrual .....	3
Seniority: Acquisition.....	3
Seniority: Application.....	4

EXECUTION.....	21
----------------	----

---

## **G**

GRIEVANCE ADJUSTMENT .....	16
----------------------------	----

---

## **H**

HEALTH AND SAFETY.....	16
Health Examination .....	16
Health Insurance .....	7, 13, 24
Holidays: Compensation or Equivalent Time Off.....	10
Holidays: Designation.....	6, 8, 10
Holidays: Scheduling.....	11

---

## **I**

Informal Discussion.....	16
--------------------------	----

---

## **J**

Job Posting & Bidding.....	4
Jury Duty and Military Leave .....	13

---

## **L**

Layoff.....	6
Leave of Absence: Basis and Amount.....	15
Leave of Absence: Limitation.....	16
Leave of Absence: Procedure .....	16
Lunch Policy .....	10

---

## **M**

Meal Period.....	9, 15
Meeting Attendance .....	7, 13
MISCELLANY.....	18
MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED.....	10
MONETARY BENEFITS: COMPENSATION FOR TIME WORKED.....	9
MONETARY BENEFITS: INSURANCE .....	13
MONETARY BENEFITS: MISCELLANEOUS.....	15
MONETARY BENEFITS: TERMINAL.....	14

---

## **N**

NEGOTIATIONS: SCHEDULING.....	21
Non-Discrimination .....	18
Normal Workday .....	5, 6, 7

Seniority: Definition and Types.....	3
Seniority: Lists.....	4
Seniority: Loss.....	4
Seniority: Retention.....	4
Separability.....	19
Sick Leave: Entitlement and Amount.....	9, 13
SIDE LETTER OF AGREEMENT - Nursing Practice Committee .....	27
SIDE LETTER OF AGREEMENT - Vacation Scheduling Process .....	26
STAFF DEVELOPMENT.....	19
Subcontracting .....	4

---

## *T*

Temporary Full-Time Employee .....	3
Ten (10) Hour Shift Positions.....	7
TERMINATION.....	20
Tuition Refund.....	15

---

## *U*

UNPAID TIME OFF .....	15
-----------------------	----

---

## *V*

Vacations: Amount.....	8, 11
Vacations: Pay .....	12
Vacations: Scheduling .....	12
Vacations: Terminal.....	12

---

## *W*

Work Obligation: Employee.....	5
Work Schedules .....	5
WORK TIME .....	5
Workplace Violence .....	16